

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

RAJET AEROSERVICIOS S.A. DE C.V.,	§	
<i>Plaintiff,</i>	§	
	§	
V.	§	Case No.: 4:18-CV-4441
	§	
LUIS CARLOS CASTILLO CERVANTES,	§	
<i>Defendant</i>	§	

**PLAINTIFF'S ORIGINAL COMPLAINT**

Plaintiff files this Original Complaint and in support thereof show the following:

**A. Parties**

1. Plaintiff, Rajet Aeroservicios S.A. de C.V. is a corporation registered in Mexico and conducting business in the Southern District of Texas.
2. Defendant Luis Carlos Castillo Cervantes is a Texas resident who may be served at his home address of 1500 Trinity St., Mission, TX 78572 or wherever he may be found.

**B. Jurisdiction and Venue**

3. The Court has diversity jurisdiction over the state law causes of action presented herein pursuant to 28 U.S.C. §1332(a)(2) because the amount in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs, and the suit is between a citizen of a foreign state and a citizen of Texas.
4. Venue is proper in this district under 28 U.S.C. §1391(b)(1) and (2) because the defendant resides in the Southern District of Texas and a substantial part of the events or omissions giving rise to this claim occurred in this district.

### **C. Factual Background**

5. Defendant Luis Carlos Castillo Cervantes (“Castillo”) agreed with Plaintiff Rajet Aeroservicios S.A. de C.V. (“Rajet”) for Rajet to provide private plane transportation to Castillo and his guests beginning in 2005. Castillo requested the flights in writing and Rajet provided invoices to Castillo for this air transportation as it occurred. Through April of 2015 Castillo’s account balance had essentially been paid in full. Beginning in April of 2015 Castillo began to accrue an unpaid balance to Rajet for services he requested.
6. Rajet continued providing air transportation services to Castillo based on Castillo’s continued agreement to pay the amounts incurred. Through the present, Castillo has not disputed the validity of any of the charges billed to him by Rajet.
7. Castillo continued making only partial payments on his account and his unpaid balance rose to \$255,891.70 at the end of 2015 after a \$46,494.05 payment by him on December 30, 2015, as discussed with Castillo in Exhibit A. Castillo continued incurring significant charges with Rajet and only making partial payments until his account balance finally reached \$1,284,994.81 as of his last flight in June of 2016. Despite several written attempts to collect this balance, and Castillo’s acceptance of the balance, Castillo has refused to pay the balance. The undersigned counsel made a formal demand for payment of this amount on September 15, 2017, attached here as Exhibit B.
8. Exhibit C contains an account statement detailing Castillo’s previously provided invoices, Castillo’s partial payments and the running account balance from March 18, 2015 through June 7, 2016.

**D. Breach Of Contract**

9. From April 2015 until June 2016 Rajet and Castillo entered into valid and enforceable continuing contract for the provision of charter flight services.
10. Plaintiff has complied with its contractual duties under the continuing contract.
11. Castillo has breached the continuing contract by refusing payment for the flight services provided to him.
12. Plaintiff seeks Castillo's unpaid balance of \$1,284,994.81 as damages.
13. Plaintiff is entitled to recover reasonable and necessary attorney fees under Texas Civil Practice & Remedies Code section 38 because this is a suit for breach of a continuing contract. Plaintiff retained counsel, who presented Plaintiff's claim to the Defendant. Defendant did not tender the account owed within 30 days after the claim was presented.

**E. Suit On A Sworn Account**

14. Plaintiff Rajet provided air charter services to Castillo on an open account. Castillo accepted the services and became bound to pay Plaintiff Rajet its designated charges, which are \$1,284,994.81, the principal balance on the account.
15. The prices charged were just and true both because they were according to the terms of the agreement between the parties and the price were also the usual customary, and reasonable prices.
16. Plaintiff attaches as Exhibit C a record of this account which contains a systematic record of the continuing transaction between the parties.
17. All lawful offsets, payments and credits have been applied to the account.
18. The account remains unpaid.
19. The damages are liquidated.

20. Plaintiff Rajet attaches an affidavit verifying these facts as Exhibit D and incorporates it by reference.
21. Plaintiff is entitled to recover reasonable and necessary attorney fees under Texas Civil Practice & Remedies Code section 38.001(7) because this is a suit on a sworn account. Plaintiff retained counsel, who presented Plaintiff's claim to the Defendant. Defendant did not tender the account owed within 30 days after the claim was presented.

#### **F. Quantum Meruit**

22. Plaintiff pleads in the alternative that Defendant accepted services from Plaintiff without compensating Plaintiff.
23. Defendant had reasonable notice that Plaintiff expected compensation for the services.

#### **G. Conditions Precedent**

24. All conditions precedent needed to be performed for the causes of actions alleged in this petition to be granted have already been performed.

#### **H. Prayer**

25. For these reasons, Plaintiff ask that Defendant answer this petition and, on final trial, that Plaintiff be awarded a judgment against Defendant for the following:
  - a. Actual damages;
  - b. Prejudgment and post-judgment interest;
  - c. Court costs;
  - d. Reasonable and necessary attorney's fees;
  - e. Exemplary damages;
  - f. Damages for mental anguish;

g. All other relief to which Plaintiff is entitled.

Respectfully submitted,

PARKER & SANCHEZ, PLLC

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